

## COOKIE CUTTERS® HAIRCUTS FOR KIDS MEMBERSHIP PROGRAM TERMS AND CONDITIONS

Effective Date: January 24, 2026

Last Updated: January 24, 2026

These Membership Program Terms and Conditions (“Terms”) govern participation in the Cookie Cutters® Haircuts for Kids Membership Program (“Membership Program”). By enrolling in the Membership Program, you (“Member,” “you,” or “your”) agree to be bound by these Terms. If you do not agree to these Terms, do not enroll in the Membership Program.

Cookie Cutters Franchising, Inc., a Utah corporation (“Cookie Cutters,” “we,” “us,” or “our”), is the franchisor of independently owned and operated Cookie Cutters® Haircuts for Kids salons (“Salons”). Each Salon is independently owned and operated by a franchisee. Participation in the Membership Program is offered through participating Salons only.

### 1. MEMBERSHIP OVERVIEW

The Membership Program is a voluntary, paid, automatically renewing subscription program designed to provide discounted kids haircut pricing at a designated Cookie Cutters® Haircuts for Kids salon.

Membership is optional and is not required to receive services at any Salon.

### 2. ELIGIBILITY AND ENROLLMENT

Membership is available only to individuals who are at least eighteen (18) years of age.

Each Membership applies to one (1) child only. Memberships may not be shared, transferred, assigned, or used by any other child or family member.

Membership benefits are valid only at the Cookie Cutters® Haircuts for Kids salon selected at the time of enrollment (the “Home Salon”), whether enrollment occurs in-salon or online.

### 3. MEMBERSHIP FEES, BILLING, AND AUTO-RENEWAL AUTHORIZATION

The Membership fee is \$9.95 per month per child, plus applicable taxes (“Membership Fee”).

Membership is billed on a recurring monthly basis. Billing will occur automatically on the same calendar day each month corresponding to the original enrollment date.

#### IMPORTANT AUTO-RENEWAL DISCLOSURE:

By enrolling in the Membership Program, you expressly authorize Cookie Cutters and/or its designated payment processor to charge your selected payment method \$9.95 per month, plus applicable taxes, on a recurring basis until the Membership is canceled in accordance with these Terms.

You are responsible for maintaining accurate and current payment information. Failed or declined payments may result in suspension or termination of Membership benefits.

#### 4. MINIMUM COMMITMENT AND CANCELLATION

Membership requires a minimum commitment of six (6) consecutive months from the enrollment date (“Initial Term”).

During the Initial Term, Membership may not be canceled, and all Membership Fees paid during the Initial Term are non-refundable.

After completion of the Initial Term, Membership will continue on a month-to-month basis unless canceled.

After the Initial Term, you may cancel your Membership at any time by contacting your Home Salon directly by telephone or by email. Cancellation requests must be received prior to the next scheduled billing date to avoid being charged for the following month.

No prorated refunds or credits will be issued for partial months.

#### 5. MEMBERSHIP BENEFITS

During an active Membership, the enrolled child is eligible for discounted haircut pricing as follows:

Non-Peak Hours: \$2.00 per kids haircut, bang trim, or 15 minute style  
Peak Hours: \$8.00 per kids haircut, bang trim, or 15 minute style

Peak and non-peak hours are determined by each Salon and may vary by location, day, and time. Non-peak blackout periods may apply, including but not limited to high-demand seasonal periods.

Members are responsible for confirming applicable peak and non-peak hours and any blackout periods directly with their Home Salon prior to scheduling services.

Membership benefits have no cash value and may not be combined with other promotions, discounts, coupons, or offers unless expressly permitted by the Salon.

#### 6. LIMITATIONS AND RESTRICTIONS

Membership benefits may only be redeemed at the Home Salon.

Unused Membership benefits do not roll over or accumulate from month to month.

Membership does not guarantee appointment availability. All services are subject to Salon availability, scheduling policies, and capacity.

## **7. CONFIRMATION OF ENROLLMENT**

Following enrollment, you will receive written confirmation of your Membership, which will include the Membership Fee, billing frequency, auto-renewal disclosure, cancellation instructions, and Home Salon contact information.

## **8. SALON OWNERSHIP AND RESPONSIBILITY**

Each Cookie Cutters® Haircuts for Kids Salon is independently owned and operated by a franchisee. Cookie Cutters Franchising Inc. does not own or operate Salons and is not responsible for day-to-day Salon operations.

All questions regarding scheduling, services, cancellations, and Membership benefits must be directed to the Home Salon.

## **9. MODIFICATIONS TO MEMBERSHIP PROGRAM**

Cookie Cutters and/or participating Salons reserve the right to modify, suspend, or terminate the Membership Program, including pricing, benefits, hours, and eligibility, to the extent permitted by applicable law.

If a material change affects billing, auto-renewal, or cancellation terms, notice will be provided in advance as required by law.

Continued participation in the Membership Program after any modification constitutes acceptance of the revised Terms.

## **10. TAXES**

Membership Fees and service pricing may be subject to applicable federal, state, and local taxes. Taxes are the responsibility of the Member.

## **11. REFUNDS**

All Membership Fees are non-refundable except where required by applicable law. Failure to use Membership benefits does not entitle the Member to a refund.

## **12. TERMINATION**

Cookie Cutters and/or the Home Salon reserve the right to suspend or terminate a Membership at any time for misuse, abuse, fraud, violation of these Terms, or non-payment.

Upon termination, Membership benefits will immediately cease, and no refunds will be issued.

## **13. DISCLAIMER OF WARRANTIES**

The Membership Program is provided on an “as is” and “as available” basis. Cookie Cutters makes no warranties, express or implied, regarding availability, uninterrupted access, or fitness for a particular purpose.

#### **14. LIMITATION OF LIABILITY**

To the fullest extent permitted by Utah law, Cookie Cutters Franchising, Inc., its affiliates, franchisees, officers, directors, employees, and agents shall not be liable for any indirect, incidental, consequential, or punitive damages arising out of or related to the Membership Program.

Total liability, if any, shall not exceed the total Membership Fees paid by the Member during the twelve (12) months preceding the event giving rise to the claim.

#### **15. INDEMNIFICATION**

You agree to indemnify and hold harmless Cookie Cutters Franchising, Inc., its franchisees, and affiliates from any claims, damages, liabilities, losses, costs, or expenses arising out of your participation in the Membership Program or violation of these Terms.

#### **16. GOVERNING LAW AND VENUE**

These Terms shall be governed by and construed in accordance with the laws of the State of Utah, without regard to conflict of laws principles.

Any legal action arising out of or related to these Terms or the Membership Program shall be brought exclusively in the state or federal courts located within the State of Utah.

#### **17. SEVERABILITY**

If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### **18. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between you and Cookie Cutters regarding the Membership Program and supersede all prior or contemporaneous agreements, representations, or communications.

#### **19. CONTACT INFORMATION**

For questions regarding the Membership Program, Members should contact their Home Salon directly.